

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Rehabilitation Agreement with Milestone Social Services, Inc.

DEPARTMENT: Community Services

DIVISION: Community Assistance

AUTHORIZED BY: Michele Saunders

CONTACT: Buddy Balagia

EXT: 2389

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute a SHIP Program Subrecipient Agreement to rehabilitate a group home for adolescent male children with intensive maladaptive behaviors and/or developmental disabilities.

District 3 Dick Van Der Weide

Buddy Balagia

BACKGROUND:

In February 2009, the Community Assistance Division received nine (9) proposals from six (6) developers and interested parties to produce affordable housing with County SHIP Program funds. Milestone Social Services, Inc., proposed the acquisition and rehabilitation of a group home located in western Seminole County (near Apopka) for adolescent male children with intensive maladaptive behaviors and/or developmental disabilities.

Staff is recommending \$61,835 for funding to rehabilitate the group home to include bedroom remodeling to accommodate up to six adolescent residents, installation of all new energy efficient windows, extensive bathroom renovations to render both bathrooms fully operable, new roof, application of a stucco exterior and landscaping.

A 15-year encumbrance will be placed on the property to ensure its continued use as a group home for the intended service population and the County's funding will be secured by a deferred payment mortgage on the property.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute a SHIP Program Subrecipient Agreement with Milestone Social Services, Inc. to rehabilitate a group home for adolescent male children with intensive maladaptive behaviors and/or developmental disabilities.

ATTACHMENTS:

1. Agreement

Additionally Reviewed By:

- ☒ County Attorney Review (Arnold Schneider)
- ☒ Grant Review (Jennifer Bero, Lisa Spriggs)

**SEMINOLE COUNTY/MILESTONE SOCIAL SERVICES, INC.
SHIP PROGRAM SUBRECIPIENT AGREEMENT
FOR PROGRAM YEAR 2008-2009**

THIS AGREEMENT is made and entered into this ____ day of _____, 2009, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida, hereinafter referred to as the "COUNTY," and **MILESTONE SOCIAL SERVICES, INC.**, a Florida not for profit corporation, whose principal address is 5324 Pineview Way, Apopka, Florida 32703, hereinafter referred to as "MILESTONE".

W I T N E S S E T H:

WHEREAS, COUNTY has adopted the Seminole County Local Housing Assistance Plan ("LHAP") and participates in the Florida SHIP Program to make affordable housing available to citizens of Seminole County, Florida, who are of Low Income or Very Low Income; and

WHEREAS, MILESTONE is a Florida not-for-profit corporation duly authorized to conduct business in the State of Florida and is engaged in the provision of transitional foster care and housing for adolescent male children ranging from eleven (11) to eighteen (18) years of age with intensive maladaptive behaviors and/or developmental disabilities; and

WHEREAS, COUNTY and MILESTONE wish to collaborate in the rehabilitation of MILESTONE's residential care facility as described herein and in the exhibits hereto, in order to enhance the quality of care offered by MILESTONE to its clients;

NOW, THEREFORE, in consideration of the premises and mutual covenants, promises, and representations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, COUNTY and MILESTONE agree as follows:

SECTION 1. RECITALS. The above recitals are true and form a material part of the Agreement upon which the Parties have relied.

SECTION 2. DEFINITIONS.

(a) "Affordability period" shall mean the length of time for which a housing unit built with SHIP funding hereunder must be occupied by Low Income or Very Low Income minor children with acute behavioral disorders and/or physical disabilities, which shall be for a term of fifteen (15) years from the date of recording of the Restrictive Use Covenant as required by this Agreement.

(b) "CS Administrator" means the COUNTY's Community Services Director or Community Assistance Division Manager or their designee within COUNTY's Community Services Department.

(c) "County Approval" means written approval by the CS Administrator or the Board of County Commissioners as may be necessary from time to time.

(d) "FHFC" shall mean the Florida Housing Finance Corporation.

(e) "Low Income" shall mean gross household income greater than fifty percent (50%) but not exceeding eighty percent (80%) of the median family income within the Orlando Metropolitan Statistical Area during the Affordability Period.

(f) "Party" or "Parties" shall mean MILESTONE and COUNTY with respect to this Agreement.

(g) "Project" shall mean the rehabilitation of the residential care facility which shall be acquired by MILESTONE located at 5324 Pineview Way, Apopka, Florida (the "Property") and legally described as:

LOT 2, BLOCK B, ADELL PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 9, PAGE 48, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification No.: 20-21-29-504-0B00-0020

MILESTONE shall undertake the renovation and rehabilitation of the subject Property to include renovation of the three (3) bedrooms to facilitate sleeping accommodations for up to six (6) adolescent, male children as well as renovations of the two (2) existing bathrooms in the home. Other improvements shall include: roof replacement, a new well water treatment system, installation of fifteen (15) dual pane windows, new heating and air conditioning system, replacement of all kitchen appliances and cabinets including new countertops, new flooring, driveway extension and resurfacing, closet remodeling, application of a new stucco exterior finish and new landscaping. Said services shall further include all associated construction activities, including, but not limited to, architectural services, preparation of construction specifications, cost estimates, supervision and inspection of all subcontracted work. The Project and related responsibilities of MILESTONE are further set forth in Exhibit "A" hereto.

(h) "Restrictive Use Covenant" shall be that instrument in the form of Exhibit "F" to this Agreement which shall be executed and


recorded by MILESTONE and limiting the uses of the Property as specified therein for the duration of the Affordability Period.

(i) "SHIP" or "SHIP Program" shall mean the State Housing Initiatives Partnership Program authorized by Part VII, Chapter 420, Florida Statutes.

(j) "SHIP Regulations and Policies" shall collectively mean Chapter 420, Part VII, Florida Statutes, Chapter 67-37, Florida Administrative Code (F.A.C.), and COUNTY's approved Local Housing Assistance Plan (LHAP) as they may be amended from time to time.

(k) "Very Low Income" shall mean gross household income not exceeding fifty percent (50%) of the median family income within the Orlando Metropolitan Statistical Area during the Affordability Period.

SECTION 3. STATEMENT OF WORK.

(a) MILESTONE, in a manner  satisfactory to COUNTY, shall perform or cause to be performed the Project, as defined above and described in Exhibit A (Scope of Services), according to the plans and designs as submitted to COUNTY and which have received County Approval and within the financial limits of Exhibit B (Project Budget). Project services shall be performed, except as otherwise specifically stated herein, by MILESTONE itself or only by persons or instrumentalities solely under the dominion and control of MILESTONE.

(b) Acquisition of fee simple title the Project Property, as well as execution of this Agreement and the SHIP Mortgage, Promissory Note and Restrictive Use Covenant shall be conditions precedent to any distribution of SHIP funds by COUNTY to MILESTONE.

(c) Failure to acquire fee simple title to the Project Property within sixty (60) days of the effective date of this Agreement shall result in the automatic termination thereof with no further obligation on the part of the COUNTY to fund the Project or recourse by MILESTONE.

(d) MILESTONE shall execute, record and deliver to COUNTY a Restrictive Use Covenant encumbering the Project Property for the sole use as transitional, residential foster care housing for Very Low Income and Low Income minor, male children with intensive maladjustment behavioral problems and/or physical disabilities for the duration of the Affordability Period. The required form of Restrictive Use Covenant is attached as Exhibit "F" to this Agreement. Failure of MILESTONE to comply with this provision shall constitute an event of default and shall be grounds for unilateral termination of this Agreement and for recapture of all SHIP funds provided by COUNTY.

(e) MILESTONE shall execute and deliver to COUNTY a SHIP Mortgage and Deferred Payment Promissory Note in the form attached as Exhibit "G" to this Agreement. The mortgage shall comprise a lien on the subject Property as security for the note in the amount of SIXTY ONE THOUSAND EIGHT HUNDRED THIRTY-FIVE AND NO/100 DOLLARS (\$61,835.00) representing COUNTY's payment of the Project costs. MILESTONE shall be responsible for payment of recording fees of said mortgage instruments.

SECTION 4. TERM. MILESTONE shall complete the Project by no later than March 31, 2010. The termination date of this Agreement shall be April 30, 2010 to allow for unforeseen minor delays and final reporting requirements to be met. The foregoing notwithstanding, Sections 10, 11,

12, 18(i), and 19 of this Agreement shall remain effective for their purposes beyond the termination date.

SECTION 5. PAYMENT.

(a) COUNTY shall direct pay MILESTONE an amount not to exceed SIXTY ONE THOUSAND EIGHT HUNDRED THIRTY FIVE AND NO/100 DOLLARS (\$61,835.00) for Project costs upon receipt of a Request For Payment Form along with appropriate invoicing and documentation. Complete disbursement of funds by COUNTY to MILESTONE shall be further contingent upon the timely issuance of satisfactory building inspection reports and if necessary, the certificate of occupancy by the appropriate building official.

(b) In no event shall the total amount paid by COUNTY for Project materials and services rendered under this Agreement exceed SIXTY-ONE THOUSAND EIGHT HUNDRED THIRTY-FIVE AND NO/100 DOLLARS (\$61,835.00).

(c) Payment shall only be rendered by COUNTY for timely submitted and properly documented materials and services authorized in Exhibit A up to the maximum allotted in Exhibit "B".

(d) All requests for payment must be in the form attached hereto as Exhibit "E", signed by the President of MILESTONE. All invoices accompanying such request for payment shall have been signed by contractors, subcontractors, vendors, or other parties that sought payment from MILESTONE and by MILESTONE's President. Proof of satisfactory building inspections shall also be provided.

(e) Payment of SHIP funds by COUNTY to MILESTONE shall be made according to documented completion of pre-approved Project components

and satisfactory inspections. The foregoing notwithstanding, the last ten percent (10%) of SHIP Project funds or an amount equal to SIX THOUSAND ONE HUNDRED EIGHTY-THREE AND 50/100 DOLLARS (\$6,183.50) shall not be paid by COUNTY until completion of the Project as evidenced by the submission of the final Request for Payment form, with other necessary documentation including invoices, a copy of the final building inspection report or certificate of occupancy, as the case may be.

(f) Upon acceptable receipt of the documentation required by subsections (a), (d), and (e) above and County Approval, COUNTY shall initiate the payment process. Payment by COUNTY shall be as soon as practicable after receipt of all required documentation but in no event longer than thirty (30) days from receipt unless COUNTY disputes the billing in good faith.

SECTION 6. REPORTING REQUIREMENTS.

(a) In addition to the documentation required by Section 5 for payment purposes, MILESTONE shall submit the following financial documentation to COUNTY:

(1) At or prior to the time of commencement of Project services, a construction timetable chart and draw schedule.

(2) A completed monthly report in the form of attached Exhibit C on or before the fifteenth (15th) day of each month during the term of this Agreement which shall include a monthly summary of the percentage of task or phase of completion;

(3) MILESTONE shall provide an End of Project Report in the form of attached Exhibit "D" on or before April 30, 2010; and

(4) A final cumulative statement of all costs of materials and services rendered pursuant to this Agreement. Said statement shall include any costs and charges not previously invoiced. COUNTY shall not be liable for payment of any costs or charges not included in the final cumulative statement or reported thereafter and which were incurred or invoiced to COUNTY after March 31, 2010. Said statement shall be due on or before March 31, 2010.

(b) Failure by MILESTONE to submit any required report as required by this Section shall allow COUNTY to withhold current and future payments to MILESTONE until such report is submitted to COUNTY as required herein.

(c) COUNTY, FHFC, and the general public shall have access to and be provided copies of any and all of MILESTONE's records pertaining to activities depicted in this Agreement.

SECTION 7. COMPLIANCE WITH LOCAL AND STATE LAWS. During the execution and implementation of this Agreement, MILESTONE shall comply with all applicable state and local laws, regulations, ordinances, and policies including, but not limited to, the following:

(a) Chapter 112, Florida Statutes, including particularly Part III thereof entitled "Code of Ethics For Public Officers and Employees".

(b) COUNTY's Local Housing Assistance Plan as approved by the FHFC, as it may be amended from time to time during the term of this Agreement.

(c) All written procedures and policies issued by COUNTY regarding implementation of COUNTY's SHIP Program.

(d) Chapter 67-37, Florida Administrative Code.

(e) Chapter 420, Florida Statutes.

(f) Section 216.347, Florida Statutes (prohibiting use of monies received via this Agreement for lobbying the state legislature, the judicial branch of state government, or a state agency).

(g) Chapter 119, Florida Statutes, dealing with public records.

(h) All regulations of the Florida Department of Children and Family Services relative to MILESTONE's licensing as a Child Placing Agency and a Residential Child Caring Agency. MILESTONE shall maintain said license in good standing for the duration of the Affordability Period.

(i) All state and local building and fire codes.

(j) Section 220.115, Seminole County Code (prohibiting the illegal use of public monies for unethical purposes involving COUNTY personnel). Violations of said Code provision shall be grounds for unilateral termination of this Agreement by COUNTY.

SECTION 8. PROJECT PUBLICITY. MILESTONE shall disseminate information about the Project, review and approve applications for housing assistance deriving from Project publicity, and ensure that the Project funded by COUNTY SHIP money are only occupied by minor children whose families are of Low Income or Very Low Income according to the requirements of Section 2(g) and Section 3(d) of this Agreement. Any news release, project sign, or other type of publicity pertaining to the Project shall recognize the Seminole County Board of County Commissioners as the recipient of SHIP Project funding from the FHFC and who made the funding available to MILESTONE for the Project.

SECTION 9. MANAGEMENT ASSISTANCE. The CS Administrator or designee shall be reasonably available to MILESTONE to provide guidance on SHIP Program requirements; provided, however, that this provision shall not be deemed to relieve MILESTONE of any duties or obligations set forth in this Agreement or of compliance with all of the pertinent statutes and regulations.

SECTION 10. MAINTENANCE OF RECORDS.

(a) MILESTONE shall, at a minimum, maintain such records, accounts, and property and personnel records as deemed necessary by state and local laws, regulations, or ordinances or as are otherwise typical in sound business practices to assure proper accounting of all Project funds and compliance with this Agreement.

(b) All records and contracts, of whatsoever type or nature, required by this Agreement shall be available for audit, inspection and copying at any time during normal business hours and as often as the CS Administrator, COUNTY, FHFC, or other federal or state agency may deem necessary. MILESTONE shall retain all records and supporting documentation applicable to this Agreement for a minimum of five (5) years after resolution of the final audit and in accordance with Florida law. If any litigation or claim is commenced prior to expiration of the five (5) years and extends beyond such time, the records shall be maintained until resolution of the litigation or claim and any person duly authorized by COUNTY shall have full access to and the right to examine the records during such time.

SECTION 11. LIABILITY. COUNTY shall not be liable to any person, firm, entity, or corporation who contracts with or who provides goods or

services to MILESTONE in connection with the services to be performed hereunder whether for compensation or provided by donation or for debts or claims accruing to such parties against MILESTONE. This Agreement shall not create a contractual relationship either express or implied between COUNTY and any other person, firm, or corporation supplying any work, labor, services, goods, or materials to MILESTONE as a result of services to COUNTY hereunder. Section 768.28, Florida Statutes, shall be deemed as controlling with respect to any actions in tort naming COUNTY as a defendant and nothing in this Agreement or in this Section shall be construed as constituting a waiver of the limitations on damages conferred by said statute.

SECTION 12. INDEMNIFICATION.

(a) MILESTONE shall defend, hold harmless, and indemnify COUNTY, its officers, boards, employees, and agents from and against any and all liability, loss, claims, damages, costs, attorney's fees, and expenses of whatsoever kind, type, or nature which COUNTY may sustain, suffer, or incur or be required to pay by reason of the loss of any monies paid to MILESTONE or whomsoever resulting out of fraud, defalcation, dishonesty, or failure of MILESTONE to comply with applicable laws, rules, or regulations; or by reason or as a result of any act or omission of MILESTONE in the performance of this Agreement or any part thereof; or by reason of a judgment over and above the limits provided by the insurance required hereunder; or by any defect in Project performance or in the title to the Project Property; or by failure to pay vendors resulting from financial shortfalls caused by MILESTONE's failure to

supply required reports to COUNTY; or as may otherwise result in any way or instance whatsoever.

(b) In the event that any action, suit, or proceeding is brought against COUNTY upon any alleged liability arising out of this Agreement, or any other matter relating to this Agreement, COUNTY shall provide notice in writing thereof to MILESTONE by certified mail, return receipt requested, addressed to MILESTONE at its address herein provided. Upon receiving notice, MILESTONE, at its own expense, shall diligently defend against the action, suit, or proceeding and take all action necessary or proper therein to prevent the obtaining of a judgment against COUNTY.

(c) Nothing herein shall prevent COUNTY from retaining or using its own counsel if it concludes that such is essential to maintain its defense or if MILESTONE's counsel or its insurer's counsel is unable to represent COUNTY's interests due to ethical conflicts. In such circumstances, MILESTONE shall continue to absorb those costs at its own expense.

SECTION 13. INSURANCE.

(a) General. MILESTONE shall, at its own cost, procure the insurance required under this Section as a precondition to performance of any Project services required by this Agreement. These same terms and required minimum levels of insurance coverage shall also apply to all COUNTY approved contractors, subcontractors or vendors as may be retained by MILESTONE to perform said services.

(1) MILESTONE shall furnish COUNTY's Purchasing and Contract's Division with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance

required by this Section. COUNTY and its officials, officers, and employees shall be named additional insured under the commercial general liability, business auto, and umbrella liability policies. The Certificate of Insurance shall provide that COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation, nonrenewal notice or restriction of coverage. Policies must be specifically endorsed to provide COUNTY with such notification. Until such time as the insurance is no longer required to be maintained by MILESTONE, MILESTONE shall provide COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.


(2) The Certificate shall contain a statement that it is being provided in accordance with this specific Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate, MILESTONE shall, at the option of COUNTY, submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement.

(3) In addition to providing the Certificate of Insurance and if required by COUNTY, MILESTONE shall, within thirty (30) days after receipt of a written request, provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by COUNTY nor failure to disapprove the insurance furnished by MILESTONE shall relieve MILESTONE of their full responsibility for performance of any obligation including their indemnification of COUNTY under this Agreement.

(5) Deductible/self-insured retention amounts must be declared to and approved by COUNTY, and shall be reduced or eliminated upon written request from COUNTY. The risk of loss within the deductible amount, if any, in the insurance purchased and maintained pursuant to this document will be borne by MILESTONE.

(6) In the event of loss covered by Property Insurance, the proceeds of a claim shall be paid to COUNTY, and the COUNTY shall apportion the proceeds between the COUNTY and MILESTONE as their interests may appear.

(7) Neither COUNTY'S  review of the coverage afforded by or the provisions of the policies of insurance purchased and maintained by MILESTONE in accordance with this Section, nor COUNTY'S decisions to raise or not to raise any objections about either or both, shall in any way relieve or decrease the liability of MILESTONE. If COUNTY elects to raise an objection to the coverage afforded by or the provisions of the insurance furnished, MILESTONE shall promptly provide to COUNTY such additional information as COUNTY may reasonably request, and MILESTONE shall remedy any deficiencies in the policies of insurance within 10 days.

(8) COUNTY'S authority to object to insurance shall not in any way whatsoever give rise to any duty on the part of COUNTY to exercise this authority for the benefit of MILESTONE or any other

party.

(9) Coverage: The insurance provided by MILESTONE pursuant to the Contract Documents shall apply on a primary and non-contributory basis and any other insurance or self-insurance maintained by the Board of County Commissioners of Seminole County, Florida or the COUNTY'S officials, officers or employees shall be excess of and not contributing with the insurance provided by the MILESTONE.

(10) Waiver of Subrogation: All policies shall be endorsed to provide a Waiver of Subrogation clause in favor of the Board of County Commissioners of Seminole County Florida, its officials, officers, and employees.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies other than Workers' Compensation must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 624.4621, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes, shall have and maintain a Rating of "A-" or better and a Financial Size Category of "VII" or better, both according to A.M. Best Company.

(3) If during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (i) lose their Certificate of Authority, (ii) no longer comply with Section 624.4621, Florida Statutes or (iii) fail to maintain the requisite Best's Rating and Financial Size Category, MILESTONE shall, as soon as it has knowledge of any such circumstance, immediately notify COUNTY's Purchasing and Contracts Division and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as MILESTONE has replaced the unacceptable insurer with an insurer acceptable to COUNTY, MILESTONE shall be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liabilities of MILESTONE, MILESTONE shall, at its sole expense, procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this Section. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of performance by MILESTONE and shall be maintained in force until the Agreement or any renewal thereof is terminated. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) MILESTONE's insurance shall cover MILESTONE for liability which would be covered by the latest edition of the standard Workers' Compensation Policy (NCCI Form WC 00 00 00 A) as filed for use in Florida by the National Council on Compensation Insurance, without

restrictive endorsements. MILESTONE will also be responsible for procuring proper proof of coverage from their contractors and subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the contractor's or subcontractor's employees. The minimum required limits to be provided by both MILESTONE and their subcontractors are outlined in subsection (c) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act, and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

\$ 500,000.00	(Each Accident)
\$ 500,000.00	(Disease-Policy Limit)
\$ 500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) MILESTONE's insurance shall cover MILESTONE for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment, and the

elimination of coverage for Fire Damage Legal Liability.

(B) MILESTONE shall maintain separate limits of coverage applicable only to the Project services performed under the Agreement and related documents. The minimum limits to be maintained by the MILESTONE shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Construction Project(s) General Aggregate Limit endorsement ISO Form CG 25 03) to a Commercial General Liability Policy with amounts as specified in this section.

(C) The Board of County Commissioners of Seminole County, Florida, its officials, officers and employees are to be included as Additional Insured's. ISO Endorsements CG 20 10 and CG 20 37 or their equivalent shall be used to provide such Additional Insured status.



(3) Business Auto Policy

(A) MILESTONE'S insurance shall cover MILESTONE for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos.

(B) The Board of County Commissioners of Seminole County, Florida, its officials, officers and employees are to be included as Additional Insured's.

(4) Umbrella Liability

(A) MILESTONE'S insurance shall cover it for those sources of liability which would be covered by the latest edition of the standard Commercial Liability Umbrella Policy (ISO Form CU 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements.

(B) The Board of County Commissioners of Seminole County, Florida, its officials, officers, and employees are to be included as Additional Insured's.

(d) Coverage. The insurance provided by MILESTONE pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by COUNTY or its officials, officers or employees shall be in excess of and not contributing to the insurance provided by or on behalf of MILESTONE.

(e) Occurrence Basis. The Workers' Compensation, Commercial General Liability, and Business Auto required by this Agreement shall be provided on an occurrence basis rather than a claims-made basis.

(f) Minimum Required Coverage Levels (other than Workers' Compensation). The minimum limits to be maintained by MILESTONE (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

Commercial General Liability

Personal & Advertising Injury Limit:	\$1,000,000.00
Each Occurrence Limit:	\$1,000,000.00
General Aggregate	Twice (2x) the Each Occurrence Limit

Business Automobile (each occurrence): \$1,000,000.00

Commercial Umbrella:

Aggregate Limit


\$5,000,000.00

Each Occurrence Limit

\$5,000,000.00

(g) Obligations. Compliance with the foregoing insurance requirements shall not relieve MILESTONE, their employees or their agents of liability from any obligation under a Section or any other portions of this Agreement.

SECTION 14. PERFORMANCE BONDS AND USE OF OUTSIDE CONTRACTORS.

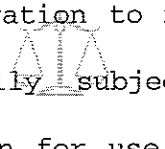
(a) If MILESTONE hires professional contractors, subcontractors, or vendors providing labor, goods, or services for monetary in connection with the Project, MILESTONE shall remain fully responsible for the adequacy of goods and services provided by said persons. All paid professional contractors, subcontractors, or vendors retained by MILESTONE for Project goods and services shall be pre-approved by COUNTY before MILESTONE enters  into any contract with such outside parties. MILESTONE shall provide COUNTY a copy of the proposed contract(s) at the time approval is sought. COUNTY shall have ten (10) working days from the date of receipt of the copy of the proposed contract(s) to issue County Approval or disapproval of the selected person(s). COUNTY's failure to timely provide written notice shall be deemed as an approval and MILESTONE shall then be free to enter into the contract without further delay. MILESTONE shall be fully responsible for the prompt payment of services satisfactorily performed and materials provided by said professional contractors, subcontractors or vendors as well as prompt removal of any liens that may be filed by such persons. Failure to clear any such liens shall be deemed an event of default under this Agreement and shall be grounds

for COUNTY to withhold remaining payments to MILESTONE and to initiate recapture of funds already paid. All professional contractors, subcontractors, or vendors shall be properly licensed and subject to the same insurance requirements as MILESTONE under this Agreement.

(b) Professional contractors, subcontractors or vendors providing goods and services to MILESTONE other than on a donated basis shall be required to post performance bonds at least equal to the dollar value of the contracted goods and services for the Project. MILESTONE shall furnish COUNTY with a copy of the performance bond(s) in the full amount of the contracted price. The bond shall be issued by a reliable surety company in a form acceptable to COUNTY and shall be made payable to COUNTY. Said bond(s) shall ensure that the time of delivery of goods and services is satisfactorily met, that the work performed and equipment or materials supplied meet all specifications, and that all warranties shall be honored. If at any time after the execution of this Agreement, COUNTY shall deem the surety or sureties to be unsatisfactory, or if for any reason the performance bond ceases to be adequate to cover the performance and payments of the work, MILESTONE shall, at its own expense if necessary and within fifteen (15) days after receipt of Notice from COUNTY to do so, cause its professional contractors, subcontractors, or vendors furnish additional bond(s) in such form and amounts and with such sureties as shall be satisfactory to COUNTY.

SECTION 15. UNUSED FUNDS. In the event that COUNTY issues any funds to MILESTONE or its vendors which are not expended pursuant to the

terms of this Agreement, such funds shall be returned to COUNTY on or before April 30, 2010.

SECTION 16. AVAILABILITY OF FUNDS. MILESTONE acknowledges that SHIP Program funding for this Agreement originates from the State of Florida via legislative enactment and is administered by FHFC. SHIP Program payments into COUNTY's Trust Fund from the FHFC occur on a quarterly basis. MILESTONE further acknowledges that COUNTY has entered into similar agreements with other organizations for the award and allocation of SHIP Program funds. Although COUNTY has not over obligated its SHIP funds for the period over which this Agreement extends, it is possible that because of a large number of requests in any particular month, COUNTY may not have sufficient funds to meet all demands in that month. Therefore, COUNTY's obligation to make payment hereunder in any particular month is specifically  subject to and limited by: (1) continued statutory authorization for use of SHIP funds for affordable housing programs such as the Project; (2) FHFC's disbursement of SHIP funds for that month to COUNTY; and (3) payment by COUNTY to other various subrecipient organizations pursuant to separate agreements, all of said payments, including those to MILESTONE, being in chronological order based on receipt of all required information and documentation requested in the respective subrecipient agreements, including this Agreement, and otherwise dependent upon the various subrecipients being in compliance therewith.

SECTION 17. NOTICE. Whenever either Party desires to give notice unto the other, notice shall be sent to:

For COUNTY:

Community Assistance Division Manager
Community Services Department
534 W. Lake Mary Blvd.
Sanford, Florida 32773

For MILESTONE:

President
Milestone Social Services, Inc.
5324 Pineview Way
Apopka, FL 32703

with an additional copy to:

Registered Agent
Milestone Social Services, Inc.
8220 Firenze Blvd.
Orlando, FL 32836

Either of the Parties may change, by written notice as provided herein, the address or person for receipt of notice. Mere change of the person(s) to whom notices are sent may be done by a written letter sent via first class U.S. Mail without need for formal amendment to this Agreement. Any such change of the person(s) shall be attached to both Parties' copies of this Agreement and shall be deemed a part of this Agreement upon receipt by the other Party.

SECTION 18. TERMINATION, BREACH, AND REMEDIES.

(a) MILESTONE may terminate this Agreement for good cause upon thirty (30) days prior written notice of intent to terminate delivered to COUNTY by certified mail, return receipt requested, or by hand delivery with proof of delivery.

(b) COUNTY may terminate this Agreement with or without good cause immediately upon written notice sent to MILESTONE.

(c) In the event of termination, MILESTONE shall:

(1) Prepare all necessary reports and documents required under the terms of this Agreement up to the date of termination, including a final report and accounting of the type otherwise due at the end of the Project without compensation for services rendered in completing said reports beyond the termination date.

(2) Take any other reasonable actions related to the termination of this Agreement as directed in writing by COUNTY.

(3) Immediately return any unexpended SHIP funds to COUNTY.

(4) Decease from making any further commitments of COUNTY SHIP funds.

(d) In the event of termination, COUNTY shall pay for all previously approved, completed Project costs as of the date of termination.

(e) The following actions  shall constitute a breach of this Agreement by MILESTONE:

(1) Unauthorized or improper use of SHIP funds.

(2) Failure to comply with any requirements of this Agreement.

(3) Unauthorized changes in the scope, components, or costs of the Project.

(4) Submission of negligently or fraudulently prepared invoices or reports to COUNTY.

(f) Waiver by COUNTY of breach of one provision of this Agreement shall not be deemed to be a waiver of any other subsequent breach of the same or another provision of this Agreement and shall not be construed to be a modification of the terms of this Agreement.

(g) In the event MILESTONE breaches this Agreement, COUNTY shall have the immediate right to withhold future payments and to terminate this Agreement. COUNTY may also send a written demand for refund of all monies previously paid to MILESTONE. If said demand is not satisfied, COUNTY may record said written demand in the official records of Seminole County and it shall constitute a lien upon all real and personal property of MILESTONE.

(h) COUNTY reserves all rights afforded by law and equity to enforce the terms of this Agreement and to recover damages in the event of a breach by MILESTONE.

(i) With respect to the recorded Restrictive Use Covenant, COUNTY shall retain the right to enforce those restrictions past the term of this Agreement, or the termination thereof, for the duration of the Affordability Period.



SECTION 19. DISPUTE RESOLUTION.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY dispute resolution procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement with the dispute resolution procedures set forth in Section 8.1539, "Contract Claims," Seminole County Administrative Code.

(b) MILESTONE agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in COUNTY dispute resolution procedures set forth in subsection (a) above of which MILESTONE had knowledge and failed to present during COUNTY dispute resolution procedures.

(c) In the event that COUNTY dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through formal mediation before proceeding to trial. Mediator selection and the procedures to be employed shall be mutually acceptable to the parties. Costs of such mediation shall be shared equally between the Parties. The Parties hereby consent to venue in the Circuit Court in and for Seminole County, Florida, as to State actions and the United States District Court for the Middle District of Florida, Orlando Division, as to Federal actions.

SECTION 20. ASSIGNMENT AND SUBCONTRACTS. Neither Party shall assign this Agreement nor any interest herein, without the prior written consent of the other. MILESTONE may subcontract certain necessary services as set forth in Exhibit "A" upon the written approval of the subcontract by COUNTY.

SECTION 21. DISCLAIMER OF THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue to or for the benefit of any other third party. The foregoing notwithstanding, this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators,

successors, and assigns of the Parties, but this provision shall in no way alter the restrictions hereon in connection with assignment.

SECTION 22. MODIFICATIONS, AMENDMENTS, OR ALTERATIONS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 23. EQUAL OPPORTUNITY EMPLOYMENT. MILESTONE agrees that it will not discriminate against any employee or applicant for employment for work involving matters under this Agreement because of race, color, religion, sex, age, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 24. SEVERABILITY. If any term of this Agreement is found to be void or invalid by a court of competent jurisdiction, such invalidity shall not effect the remaining terms of this Agreement which shall continue in full force and effect.

SECTION 25. HEADINGS. All articles and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation thereof.

SECTION 26. INDEPENDENT CONTRACTORS. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the Parties, or as constituting MILESTONE, including its officers, employees, and agents the agent, representative, or employee of COUNTY

for any purpose or in any manner whatsoever. MILESTONE is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

SECTION 27. ENTIRE AGREEMENT. This instrument constitutes the entire Agreement between the Parties and supersedes all previous discussions, understandings, and agreements between the Parties, if any, relating to the subject matter of this Agreement. Amendments to and waivers of the provisions herein or changes in the Project's scope or cost shall only be made by the Parties in writing by formal amendment hereto.

SECTION 28. INCORPORATION OF EXHIBITS. Exhibits A, B, C, D, E, F, and G shall all be deemed as incorporated into this Agreement verbatim by reference thereto and shall be an integral part of the terms and conditions of this Agreement.



SECTION 29. CONDITIONS PRECEDENT. The Parties represent to each other that each, respectively, has full right, power, and authority to execute this Agreement and that they have done all things necessary as conditions precedent to entering into this Agreement.

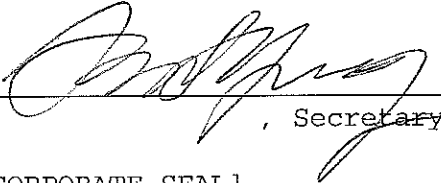
SECTION 30. EFFECTIVE DATE. This Agreement shall become effective immediately upon its execution by both Parties.

Signature Page Follows

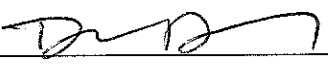
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement
to be executed:

ATTEST:

MILESTONE SOCIAL SERVICES, INC.


_____, Secretary

By:


DORIS W. DUAN, President

[CORPORATE SEAL]

Date:

8/7/09

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By:

BOB DALLARI, Chairman

Date:

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

County Attorney

Attachments:

- Exhibit A - General Scope of Services
- Exhibit B - Project Budget
- Exhibit C - Monthly Report Form
- Exhibit D - End of Project Report Form
- Exhibit E - Request for Payment Form
- Exhibit F - Form of Restrictive Use Covenant
- Exhibit G - Form of SHIP Mortgage and Promissory Note

P:\Users\aschneider\Affordable Housing\2009 docs\Milestone Social Services Agreement 7-30-09.doc

EXHIBIT A

**GENERAL SCOPE OF SERVICES
SEMINOLE COUNTY/MILESTONE SOCIAL SERVICES, INC. SUBRECIPIENT AGREEMENT
SHIP PROGRAM YEAR 2008-2009**

All capitalized words and terms herein shall have the same meanings ascribed to them in the attached Agreement.

MILESTONE shall provide the following Project services according to the conditions specified herein and in the Agreement:

1. As a precondition to receiving any SHIP funds from COUNTY MILESTONE shall acquire fee simple title to the Project Property no later than sixty (60) days from the effective date of the Agreement. Said improved Property is located at 5324 Pineview Way, Apopka, Florida 32703 (the "Property") and legally described as:

LOT 2, BLOCK B, ADELL PARK, ACCORDING TO THE PLAT
THEREOF AS RECORDED IN PLAT BOOK 9, PAGE 48, PUBLIC
RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification No.: 20-21-29-504-0B00-0020

Failure to timely achieve that prerequisite shall render the Project ineligible for SHIP funding assistance and result in termination of the Agreement. Such acquisition shall be at a price not greater than a fair market appraisal of the subject Property and may also include reasonable expenses for surveys, title insurance and other customary closing costs.

2. MILESTONE shall undertake the renovation and rehabilitation of the subject Property to include renovation of the three (3) bedrooms to facilitate sleeping accommodations for up to six (6) adolescent, male children as well as renovations of the two (2) existing bathrooms in the home. Other improvements shall include: roof replacement, a new

well water treatment system, installation of fifteen (15) dual pane windows, new heating and air conditioning system, replacement of all kitchen appliances and cabinets including new countertops, new flooring, driveway extension and resurfacing, closet remodeling, re-stucco exterior of structure and new landscaping. Said rehabilitation services shall further include all associated construction activities, including, but not limited to, preparation of construction specifications, cost estimates, supervision and inspection of all subcontracted work.

3. In no event shall MILESTONE commence the rehabilitation/construction activities described herein and in the Agreement until COUNTY has provided written approval of all plans and specifications. MILESTONE shall also ensure that all portions of the structure are accessible to disabled persons. Further, MILESTONE shall ensure that upon Project completion, the Property shall have at least two (2) bathroom facilities, including toilets, showers and sinks; as well as a kitchen facility the appliances for which must include a new refrigerator, freezer, sink, stove, oven, dishwasher and microwave.

4. MILESTONE shall obtain at least three (3) bids by qualified, licensed contractors for the rehabilitation activities set forth herein. All contractor bids shall be provided to the COUNTY. No contractor shall be employed until County Approval is obtained.

5. Said Project rehabilitation costs shall be funded by a SHIP allocation from Seminole County in an amount not to exceed SIXTY-ONE THOUSAND EIGHT HUNDRED THIRTY-FIVE AND NO/100 DOLLARS (\$61,835.00) as provided in accompanying Exhibit "B" to the Agreement. Said funding

commitment shall be in the form of a deferred payment promissory note secured by a mortgage on the Property described in paragraph 1, above.

6. MILESTONE shall timely submit documented, verified payment requests to the COUNTY as a mandatory precondition for COUNTY payment or reimbursement of contracted goods and services. All of such requests shall be subject to independent verification by COUNTY before payment thereof.

7. Upon Project completion, administer and rent the group home exclusively for transitional, rental occupancy by Low Income and Very Low Income male, minor children between eleven (11) and eighteen (18) years of age with acute behavioral disorders and/or physical disabilities. Such administration shall include:

- (a) Advertising, if necessary;
- (b) Income verification of prospective occupants;
- (c) Maintenance of a waiting list, if necessary; and
- (d) Assessment of rental fees to responsible persons in accordance with SHIP rules and regulations.

(e) Such use limitations shall continue uninterrupted for the duration of the Affordability Period as established by the Restrictive Use Covenant to be recorded by MILESTONE.

EXHIBIT B

PROJECT BUDGET

**MILESTONE SOCIAL SERVICES, INC.
SHIP PROGRAM SUBRECIPIENT AGREEMENT FOR PROGRAM YEAR 2008-2009**

ACTIVITY	SHIP FUNDS
COUNTY shall make payments for Project costs as described in Exhibit "A" <i>General Scope of Services</i> up to but not exceeding the amount specified herein.	\$61,835.00
Total	\$61,835.00



EXHIBIT C

SUBRECIPIENT'S MONTHLY REPORT

Status Report for Month of _____

DEVELOPER: **MILESTONE SOCIAL SERVICES, INC.**

Contact Person(s): _____

Telephone: _____

I. NARRATIVE DESCRIPTION OF ACTIVITY STATUS/ACCOMPLISHMENTS:

III. BUDGET STATUS

ACTIVITY	BUDGET	EXPENSES PAID THIS MONTH	TOTAL EXPENSES PAID TO DATE	OUTSTANDING OBLIGATIONS	BUDGET BALANCE	EXPECTED COMPLETION DATE
Rehabilitation of group home located at 5324 Pineview Way, Apopka Florida 32703	\$61,835					
TOTAL	\$61,835					

Description of Project components and percentage of completion relative to requests for SHIP payments:

Signed: _____

END OF PROJECT REPORT

SUBRECIPIENT: MILESTONE SOCIAL SERVICES, INC.

FISCAL YEAR: _____

Type of service provided: Rehabilitation of group home located at 5324 Pineview Way, Apopka, Florida 32703 serving Low Income and Very Low Income adolescent male children suffering from intense maladaptive behavior and/or physical disabilities.

Total number of people served:

[illegible]

Any other special accomplishments:

Signed: _____

EXHIBIT E

REQUEST FOR PAYMENT

Developer: MILESTONE SOCIAL SERVICES, INC.

Type of Activity/Project: Rehabilitation of group foster home for Low Income and Very Low Income adolescent males with severe behavioral maladjustments and/or physical disabilities.

Address of Project: 5324 Pineview Way, Apopka, Florida 32703

Amount Requested: _____

Description of completed Project Task or Phase for which payment is sought: _____

Date of Completion of Project task: _____

Amount of SHIP payment sought (Please state if this is the final payment request): _____



Date of this Request: _____

Brief description of attached documentation supporting this request for payment: _____

Name and Title of person submitting this request: _____

EXHIBIT "F"

This document was prepared by:
Arnold W. Schneider
Assistant County Attorney
County Attorney's Office
Seminole County Government
1101 East First Street
Sanford, FL 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.

Sanford, FL 32773

RESTRICTIVE USE COVENANT

This Restrictive Use Covenant is made by **MILESTONE SOCIAL SERVICES, INC.**, a Florida not for profit corporation and owner of the fee simple interest in the below described real property and whose mailing address is 8220 Firenze Blvd., Orlando, Florida 32836, hereinafter referred to as GRANTOR in favor of **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771 (the "GRANTEE") concerning that certain parcel of real property the address for which is 5324 Pineview Way, Apopka, Florida 32703 and legally described as:

LOT 2, BLOCK B, ADELL PARK, ACCORDING TO THE PLAT
THEREOF AS RECORDED IN PLAT BOOK 9, PAGE 48, PUBLIC
RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification No.: 20-21-29-504-0B00-0020

(hereinafter called the "Property") and;

The use of the Property shall be restricted to providing transitional rental housing and foster care for Low Income and Very Low Income adolescent male children between eleven and eighteen years of age with intensive maladaptive behaviors and/or developmental disabilities for a period of fifteen (15) years from the recording date of this instrument in the Official Land Records of Seminole County, Florida, (the "Affordability Period").

"Affordability Period" means the length of time for which the Property herein described shall comply with the above described occupancy and use restrictions in conformance with the COUNTY'S Local Housing Assistance Plan ("LHAP") as approved by the Florida Housing Finance Corporation pursuant to Chapter 420, Part VII, Florida Statutes and Chapter 67-37, Florida Administrative Code, both governing the State Housing Initiatives Partnership program.

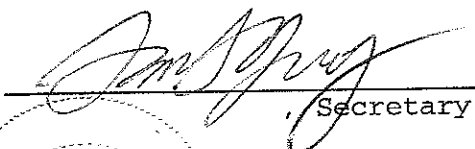
"Low Income" shall mean combined total household income from all sources greater than fifty percent (50%) but not exceeding eighty percent (80%) of the median household income for the Orlando Metropolitan Statistical Area during the Affordability Period.

"Very Low Income" shall mean combined total household income from all sources that does not exceed fifty percent (50%) of the median household income for the Orlando Metropolitan Statistical Area during the Affordability Period.

This Restrictive Use Covenant shall constitute a covenant running with the land, shall be binding upon the current GRANTOR, its successors in title, and is expressly for the benefit of GRANTOR and the GRANTEE and may be enforced by the GRANTOR or the GRANTEE in any lawful manner. This Restrictive Use Covenant may be released prior to the expiration of the Affordability Period only upon the consent of the GRANTEE as evidenced by a written instrument to that effect duly approved and executed by the Board of County Commissioners of Seminole County, Florida and recorded in the Official Records of said jurisdiction.

IN WITNESS WHEREOF, the GRANTOR, through its undersigned directors and officers has caused this instrument to be executed:

ATTEST:




Secretary

[CORPORATE SEAL]



MILESTONE SOCIAL SERVICES, INC.
[GRANTOR]

By: _____
President

Date: 8/7/09

(ACKNOWLEDGMENT SET FORTH ON FOLLOWING PAGE)

STATE OF FLORIDA)
COUNTY OF Orange)
SEMINOLE)

I HEREBY CERTIFY that, on this 7 day of Aug, 2009, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Doris Young as President and Sam Young, as Secretary, of Milestone Social Services, Inc., a Florida not for profit corporation, ☐ who are personally known to me or ☒ who have produced Fl. D.C.C. and Fl. D.C.C. respectively, as identification. They have acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the corporation, and that they also affixed thereto the official seal of the corporation.

Print Name: _____
Notary Public in and for the County
and State Aforementioned

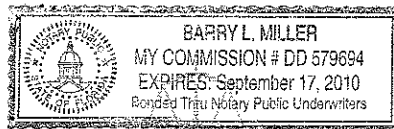


EXHIBIT "G"

FORM OF SHIP MORTGAGE AND PROMISSORY NOTE

This document was prepared by:
Arnold W. Schneider
Assistant County Attorney
County Attorney's Office
Seminole County Government
1101 East First Street
Sanford, FL 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, FL 32773

**This Instrument is given to
Seminole County, Florida and
is exempt from payment of the
one time, nonrecurring tax
pursuant to 199.183(1),
Florida Statutes (2008)**

**SEMINOLE COUNTY
HOME OWNERSHIP ASSISTANCE PROGRAM
MORTGAGE DEED**

THIS MORTGAGE DEED is made and entered into this 7 day of Aug, 2009, by **MILESTONE SOCIAL SERVICES, INC.** (the "MORTGAGOR"), who has qualified for SHIP rehabilitation assistance, whose principal address is 5324 Pineview Way, Apopka, Florida, 32703, in favor of **SEMINOLE COUNTY**, a political subdivision of the State of Florida (the "MORTGAGEE"), whose address is 534 W. Lake Mary Blvd., Sanford, Florida 32773.

W I T N E S S E T H:

1. That for good and valuable consideration and in particular the sum of up to but not exceeding SIXTY-ONE THOUSAND EIGHT HUNDRED THIRTY-FIVE AND NO/100 DOLLARS (\$61,835.00) through the issuance of that certain SHIP Program Promissory Note in that amount and of even date herewith, attached hereto as Exhibit A (the "Note") the MORTGAGOR hereby grants, bargains, sells, promises, conveys and confirms unto the MORTGAGEE all of the MORTGAGOR's interest in that certain parcel of real property located at 5324 Pineview Way, Apopka, Florida 32703 (the "Property"), the legal description and parcel identification number for which are as follows:

LOT 2, BLOCK B, ADELL PARK, ACCORDING TO THE PLAT
THEREOF AS RECORDED IN PLAT BOOK 9, PAGE 48, PUBLIC
RECORDS OF SEMINOLE COUNTY, FLORIDA

2. To have and to hold the same, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof unto the MORTGAGEE in fee simple.

3. The MORTGAGOR covenants with the MORTGAGEE that the MORTGAGOR is indefeasibly seized of said Property in fee simple; that the MORTGAGOR has good right and lawful authority to convey said land as aforesaid; that the MORTGAGOR will make such further assurances to perfect fee simple title to said land in the MORTGAGEE as may reasonably be required; that the MORTGAGOR hereby fully warrants the title to said Property and will defend the same against the lawful claims of all persons whomsoever; and that said Property is free and clear of all encumbrances other than those of record as reflected in the public records of Seminole County, Florida as of the date hereof and/or the title insurance policy issued in connection with MORTGAGOR's purchase of the Property and/or granting of this Mortgage.

4. MORTGAGOR further covenants to use the improved Property for the purpose stated in that certain Restrictive Use Covenant of even date herewith and executed by MORTGAGOR and that the Property shall not be sold, leased, conveyed, transferred or refinanced for the duration of the Affordability Period defined below and in the Note of even date herewith executed by MORTGAGOR in favor of MORTGAGEE from the date hereof except as may be otherwise provided in the Note and MORTGAGEE's Local Housing Assistance Plan ("LHAP"). The Affordability Period shall be FIFTEEN (15) years.

5. MORTGAGOR covenants and agrees to pay promptly when due the principal and interest, if any, under the Note secured hereby; provided, however, no payments shall be due so long as the Property remains in conformance with the Restrictive Use Covenant and the Property is not refinanced (which shall be deemed to include any new or additional financing without the prior, written consent of MORTGAGEE), leased, subleased, rented, transferred or conveyed to any other persons during the Affordability Period unless otherwise expressly approved by MORTGAGEE and in conformance with the exceptions authorized in the LHAP.

6. If the MORTGAGOR shall fully perform, comply with and abide by each and every agreement, stipulation, condition and covenant regarding the Property under this Mortgage, the Note and the Restrictive Use Covenant, then this Mortgage and the estate hereby created with respect thereto shall cease, determine, be deemed fully satisfied, forgiven, and be canceled according to the following terms and conditions, subject in all respects to paragraph 14 hereof:

FIFTEEN (15) YEAR AFFORDABILITY PERIOD

If MORTGAGOR fully complies with the Affordability Period requirements described in paragraphs 4 and 5 above

continuously for a 15-year period from the date of the Note, the principal amount of the Note shall be forgiven.

7. MORTGAGOR covenants and agrees to pay all and singular the taxes, assessments, levies, liabilities, obligations and encumbrances of every nature on the Property. In the event MORTGAGOR fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of this Mortgage and the Note, the MORTGAGEE may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall, subject to applicable Federal and State laws and regulations, bear interest from date thereof at the highest lawful rate then allowed by the laws of the State of Florida.

8. MORTGAGOR covenants and agrees to keep the Property in good repair and to permit, commit or suffer no waste, impairment or deterioration of the Property or any part thereof except for reasonable wear and tear.

9. MORTGAGOR covenants and agrees to keep the buildings now or hereafter existing on the Property fully insured in a sum of not less than market value. Said insurance shall be made through a company or companies acceptable to the MORTGAGEE per the written authorization of the MORTGAGEE. Said insurance policy or policies shall be held by and payable to the MORTGAGEE, and in the event any sum of money from such insurance policy or policies becomes payable, that the MORTGAGEE shall have the right to receive and apply the same to the indebtedness hereby secured. The MORTGAGEE shall account to the MORTGAGOR for any surplus monies received by MORTGAGEE.

10. MORTGAGOR covenants and agrees to pay or reimburse all costs, charges and expenses, including attorney's fees and title searches, reasonably incurred or paid by the MORTGAGEE because of the failure of the MORTGAGOR to promptly and fully comply with this Mortgage, the Note, any other agreements, stipulations, conditions and covenants regarding the Property. Failure of MORTGAGEE to comply with any of the terms and conditions of any such instruments or covenants shall be deemed an event of default hereunder.

11. In the event of a foreclosure or voluntary sale, the MORTGAGEE shall have the right of first refusal to purchase the Property from the MORTGAGOR for the amount and on the terms specified in a written, firm contract between the MORTGAGOR and the prospective purchaser. MORTGAGEE shall have thirty (30) calendar days after the date it receives a copy of the contract to exercise its right to purchase hereunder by sending written notice to the MORTGAGOR.

12. Subject to paragraph 6 hereof, if any sum of money referred to herein or in the Note is not promptly paid within thirty (30) days after the same becomes due or if each and every agreement, stipulation, condition and covenant of either or both instruments are not fully performed, complied with and abided by, then the

outstanding, unforgiven and outstanding principal balance of the Note shall forthwith or thereafter, at the option of the MORTGAGEE, become and be due and payable, anything else in said instruments to the contrary notwithstanding. Failure by the MORTGAGEE to exercise any of the rights herein provided shall not constitute a waiver of any rights under said instruments accrued or thereafter accruing.

13. MORTGAGOR shall not execute an assumption or in any way transfer, assign or convey its obligations under this Mortgage and the Note secured hereunder without the proper written consent of MORTGAGEE.

14. If all or any part of the Property or any interest is abandoned, sold, leased, transferred or refinanced during the term of this Mortgage without notice to and consent from the MORTGAGEE and/or MORTGAGOR are not in compliance with the LHAP, this Mortgage and the Note, MORTGAGOR shall be considered in default under the terms of the Mortgage and Note. The MORTGAGEE may require immediate payment in full of all sums due under said instruments less any amount of the Note which may have already been forgiven pursuant to paragraph 6 hereof. If MORTGAGOR fails to pay the sums then due, MORTGAGEE shall have the right to initiate foreclosure proceedings, including obtaining a deficiency judgment against MORTGAGOR.

15. Whenever used, the terms MORTGAGOR and MORTGAGEE shall include all parties to this instrument, their heirs, successors, legal representatives and assigns. References to any Note shall mean all notes secured by this Mortgage if more than one exists.

Signature Page Follows

IN WITNESS WHEREOF, the MORTGAGOR has executed its hand and seal on the day and year first above written.

ATTEST:

MILESTONE SOCIAL SERVICES, INC.


Secretary

By: 
DORIS W. DUAN, President

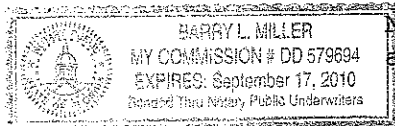
[CORPORATE SEAL]

Date: 8/7/09

STATE OF FLORIDA)
COUNTY OF OLNEY)
SEMINOLE)

I HEREBY CERTIFY that, on this 7 day of Aug, 2009, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Doris Duan as President and Sam Young, as Secretary, of Milestone Social Services, Inc., a Florida not for profit corporation, ☐ who are personally known to me or ☒ who have produced FL D.C.C. and FL D.C.C. respectively, as identification. They have acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the corporation, and that they also affixed thereto the official seal of the corporation.

Print Name: [Signature]
Notary Public in and for the County
and State Aforementioned



(End of Mortgage-Note Attached as Exhibit A)

This document was prepared by:
Arnold W. Schneider
Assistant County Attorney
County Attorney's Office
Seminole County Government
1101 East First Street
Sanford, FL 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, FL 32773

**This Instrument is given to
Seminole County, Florida and
is exempt from payment of the
one time, nonrecurring tax
pursuant to 199.183(1),
Florida Statutes (2007)**

EXHIBIT A

**SEMINOLE COUNTY HOME OWNERSHIP ASSISTANCE PROGRAM
SHIP PROGRAM DEFERRED PAYMENT PROMISSORY NOTE**

MAXIMUM PRINCIPAL AMOUNT: SIXTY-ONE THOUSAND EIGHT HUNDRED THIRTY-
FIVE AND NO/100 DOLLARS (\$61,835.00)

DATED DATE: _____, 2009



MATURITY DATE: _____, 2024

RATE OF INTEREST: ZERO PERCENT (0.00%) PER ANNUM

MAKER: Milestone Social Services, Inc.
5324 Pineview Way
Apopka, FL 32703

HOLDER: Seminole County Government
1101 East First Street
Sanford, FL 32771

1. FOR VALUE RECEIVED, MAKER promises to pay to the order of the HOLDER the sum of up to but not exceeding SIXTY-ONE THOUSAND EIGHT HUNDRED THIRTY-FIVE AND NO/100 DOLLARS (\$61,835.00) on _____, 2024, in lawful money of the United States, at 534 W. Lake Mary Blvd., Sanford, Florida 32773, or at such other place as the HOLDER may designate in writing.

2. This Promissory Note (the "Note") is secured by that certain Mortgage of even date herewith given by MAKER on certain real property, the mailing address of which is 5324 Pineview Way, Apopka, Florida 32703, the legal description and parcel identification number for which are as follows:

LOT 2, BLOCK B, ADELL PARK, ACCORDING TO THE PLAT
THEREOF AS RECORDED IN PLAT BOOK 9, PAGE 48, PUBLIC
RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification No.: 20-21-29-504-0B00-0020

(the "Property").

3. If the MAKER fails to use the Property in the manner as required by this instrument and the attached Mortgage, or shall be in default for any of the reasons set forth below, or in default of any covenant of the Mortgage Deed, then all outstanding sums due under this Note and subject to the terms of paragraph 6 hereof shall become immediately due and payable in full under the terms set forth therein and herein.

4. MAKER shall use the proceeds of this Note only for the purposes of rehabilitation assistance on the Property in the manner as represented to the Mortgagee. Failure of MAKER to use the Note proceeds in said fashion shall be an event of default hereunder and under the Mortgage.

5. An event of default shall also include the following:

(a) Failure to pay the outstanding principal amount hereof or any other sum due under this instrument at the stated maturity or due date at the time the Property is refinanced, rented, leased, subleased, abandoned, sold, transferred, or conveyed or MAKER otherwise ceases to use the Property for the purposes stated in the Restrictive Use Covenant executed by MAKER and of even date herewith, or other failure to comply with the terms of the Affordability Period, as defined in the Mortgage Deed.

(b) The destruction or abandonment of the improvements on the subject Property by MAKER or their successors.

(c) Failure to pay applicable property taxes on the Property and improvements.

(d) Failure to maintain adequate hazard insurance on the Property and improvements.

(e) Failure to comply with any one or more of the terms, conditions and use restrictions of this Note and the accompanying SHIP Mortgage Deed of even date herewith, the terms of which are incorporated herein by reference.

6. If the MAKER fully performs, complies with and abides by each and every agreement, stipulation, condition and covenant regarding the Property under this Mortgage and the Note, then this Mortgage and the estate hereby created with respect thereto shall

cease, determine, be deemed fully satisfied, forgiven, and be canceled according to the following terms and conditions, subject in all respects to paragraph 3 hereof:

FIFTEEN (15) YEAR AFFORDABILITY PERIOD

If MAKER fully complies with the Affordability Period requirements described in paragraphs 4 and 5 of the Mortgage Deed continuously for a 15-year period from the date of the Note, the principal amount of this Note shall be forgiven.

7. MAKER reserves the right to prepay, at any time, all or any part of the principal amount of this Note without the payment of penalties or premiums, and thereby remove and satisfy the Mortgage on the Property securing this Note, provided that the cost of removal of said Mortgage, plus all other fees involved, will be borne by the MAKER.

8. MAKER waives demand, protest, and notice of maturity, non-payment or protest and all other requirements necessary to hold it liable as a maker and endorser.

9. MAKER agrees to pay all costs of collections incurred by the HOLDER, including a reasonable attorney's fee, in case the principal of this Note or any other payment thereon is not paid at the respective maturity or due date thereof or in case it becomes necessary to protect the security hereof, whether suit be brought or not.

10. This Note shall be construed and enforced according to the laws of the State of Florida. Upon default in payment of the principal when due or any other default under the terms of the Mortgage Deed and this Note, the whole sum of principal and any other remaining unforgiven and unpaid amount hereunder shall, at the option of the HOLDER, become immediately due and payable.


11. Whenever used herein the term "HOLDER" or "MAKER" should be construed in the singular or plural as the context may require or admit.


Signature Page Follows

IN WITNESS WHEREOF, the MAKER has signed and sealed this instrument on the day and year set forth below:

ATTEST:

MILESTONE SOCIAL SERVICES, INC.


Secretary

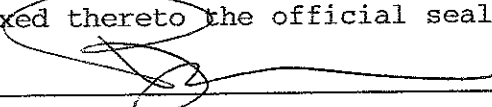
By: 
DORIS W. DUAN, President

[CORPORATE SEAL]

Date: 8/7/09

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

I HEREBY CERTIFY that, on this 7 day of Aug, 2009, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Doris W. Duan as President and Sam Young, as Secretary, of Milestone Social Services, Inc., a Florida not for profit corporation, ☐ who are personally known to me or ☒ who have produced FL Dr. Lic and FL Dr. Lic respectively, as identification. They have acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the corporation, and that they also affixed thereto the official seal of the corporation.


Print Name: _____
Notary Public in and for the County
and State Aforementioned

